

1 BILL NO. S-85-10-25

2 SPECIAL ORDINANCE NO. S- 197-85

3 AN ORDINANCE approving Water Contract
4 #85-01 - Corline - Monterey, by the
5 City of Fort Wayne, by and through
its Board of Public Works and Safety
and Hipkind Concrete Corp.

6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
7 THE CITY OF FORT WAYNE, INDIANA:

8 SECTION 1. That annexed Water Contract #85-01 - Corline -
9 Monterey, made a part hereof, by the City of Fort Wayne, by and
10 through its Board of Public Works and Safety and Hipkind Concrete
11 Corp., is hereby ratified and affirmed and approved in all re-
12 spects. The work under said Contract requires:

13 Water Contract for Corline-Monterey
14 Water Main Replacement is for the
installation of 1,620+ L.F. of 8"
15 and 4,446+ L.F. of 6" ductile iron
water main, on Lower Huntington
16 Road, from Knightswood Drive, west-
ward to Corline Street, thence North-
17 ward on Corline Street to Ardis Street.
Also northward on Monterey Dr., from
18 Lower Huntington Rd. to Ardis Street,
thence westward on Ardis Street to
19 far west end of Ardis Street. Also,
westward on Eileen Street from Corline
20 Street to far west end of Eileen Street.
Then finally, northward on Avalon Drive,
21 from Lower Huntington Road to Airline
Drive, thence eastward on Airline Drive
22 to Premiere Drive.

23 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
24 THE CITY OF FORT WAYNE, INDIANA:

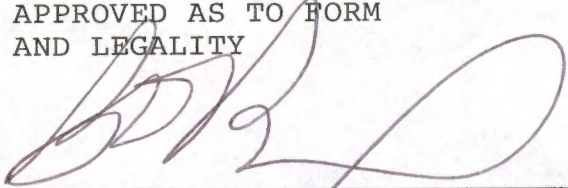
25 SECTION 2. Prior Approval was received from Common
26 Council with respect to this Contract on August 27, 1985. Two
27 (2) copies of the Contract attached hereto are on file with the
28 City Clerk and are available for public inspection.
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1 Page Two

2 SECTION 3. That this Ordinance shall be in full force
3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

5
6 
Councilmember

7 APPROVED AS TO FORM
8 AND LEGALITY

9 
10 Bruce O. Boxberger, City Attorney
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Read the first time in full and on motion by Henry, seconded by James, and duly adopted, read the second time by title and referred to the Committee City of Public (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.

DATE: 10-8-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by James, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|---------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>9</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>BRADBURY</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>BURNS</u> | <u>2</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>EISBART</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>GIAQUINTA</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>HENRY</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>REDD</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>SCHMIDT</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>STIER</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>TALARICO</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

DATE: 10-22-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-197-85
on the 22nd day of October, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 22nd day of October, 1985, at the hour of 11:30 o'clock 7 .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of October, 1985, at the hour of 3:30 o'clock 8 .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/Award of Contract
(NON-FEDERALLY ASSISTED Construction)

PROJECT: CORLINE-MONTEREY WATER MAIN REPLACE- CONTRACT #: 85-01
MENT

CONTENTS

| Check if Contained | Pages | |
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| x | 11 - 19 | INSTRUCTION TO BIDDERS |
| x | S1 | SCHEDULE |
| x | S2-3 | SCHEDULE OF ITEMS |
| x | GPI - GP7 | GENERAL PROVISIONS |
| | | SPECIAL CONDITIONS |
| x | | PLANS AND SPECIFICATIONS |
| | | DRAWINGS |
| x | S4 | NOTES 1 AND 2 |
| x | SS1-SS2 | SUPPLEMENTARY SPECIFICATIONS |

ATTACHMENTS

| | | |
|---|--|--|
| x | | NON-COLLUSION AFFIDAVIT |
| x | | BIDDER'S BOND |
| x | | PERFORMANCE BOND |
| | | STATE BOARD OF ACCOUNTS FORM 96A |
| x | | CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A |
| x | | PREVAILING WAGE SCALE - STATE OF INDIANA |
| x | | PAYMENT BOND |
| x | | WARRANTY BOND |

| | | | | |
|---|-----------------------------|-----------------------------|-----------------------------|------------------|
| DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS' CLAUSE) | 10 CALENDAR DAYS _____ % | 20 CALENDAR DAYS _____ % | 30 CALENDAR DAYS _____ % | OTHER _____ % |
| ACKNOWLEDGEMENT OF AMENDMENTS | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |
| | | | | |

* * * * *

BID SUBMITTED

HIPSKIND CONCRETE CORP
Contractor
By: PATRICK D HIPSKIND
Attest: _____
Its: PRESIDENT
Offer
Date: 8-21-85

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

COMPLIANCE: C. Bailey

O.C. 2/85
B.O.W. NON-FED.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

David R. Smith
Robert R. Smith
Lawrence D. Conales

CITY OF FORT WAYNE
MAYOR

W. R. Smith
AWARD DATE: 8-23-85

*NOTE: AWARD WILL BE MADE ON THIS FORM.

CORLINE-MONTEREY WATER MAIN REPLACEMENT CONTRACT NO. 85-01

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO FORT WAYNE WATER UTILITY

SCHEDULE OF UNIT PRICES

| ITEM | QUANTITY | DESCRIPTION | U.P. | EXTENSION |
|-------|-------------|--|--------------------|----------------------|
| 1. | 1,620± L.F. | 8" D. I. CL. 50 WATER MAIN | 12 ⁰⁰ | 19,440 ⁰⁰ |
| 2. | 4,446± L.F. | 6" D. I. CL. 50 WATER MAIN | 9 ³⁰ | 41,347 ⁸⁰ |
| 3. | 9 ea. | TYPE III FIRE HYDRANT ASSEMBLY (on 6") | 1400 ⁰⁰ | 12600 ⁰⁰ |
| 4. | 5 ea. | 8" VALVE W/BOX | 475 ⁰⁰ | 2375 ⁰⁰ |
| 5. | 9 ea. | 6" VALVE W/BOX | 375 ⁰⁰ | 3375 ⁰⁰ |
| 6. | 5 ea. | 6" x 6" TEE (RESTRAINED) | 200 ⁰⁰ | 1000 ⁰⁰ |
| 7. | 4 ea. | 8" x 6" TEE (RESTRAINED) | 235 ⁰⁰ | 940 ⁰⁰ |
| 8. | 1 ea. | 8" x 4" TEE (RESTRAINED) | 210 ⁰⁰ | 210 ⁰⁰ |
| 9. | 1 ea. | 8" x 6" CROSS (RESTRAINED) | 280 ⁰⁰ | 280 ⁰⁰ |
| 10. | 1 ea. | 6" x 6" CROSS (RESTRAINED) | 255 ⁰⁰ | 255 ⁰⁰ |
| 11. | 1 ea. | 6" x 90° ELL (RESTRAINED) | 153 ⁰⁰ | 153 ⁰⁰ |
| 12. | 2 ea. | 8" x 45° ELL (RESTRAINED) | 175 ⁰⁰ | 350 ⁰⁰ |
| 13. | 2 ea. | 6" x 22½° ELL (RESTRAINED) | 162 ⁰⁰ | 324 ⁰⁰ |
| 14. | 1 ea. | 6" x 4" REDUCER | 128 ⁵⁰ | 128 ⁵⁰ |
| 15. | 1 ea. | 16" x 8" REDUCER | 357 ⁰⁰ | 357 ⁰⁰ |
| 16. | 1,275± L.F. | GRASS RESTORATION | .75 | 956.25 |
| 17. | 20± L.F. | CONCRETE CURB REPLACEMENT | 1.50 | 30 ⁰⁰ |
| 18. | 405± L.F. | ASPHALT PAVEMENT REPLACEMENT | 10.00 | 4050 ⁰⁰ |
| 19. | 15± L.F. | 5' CONCRETE WALK REPLACEMENT (4") | 1.00 | 15 ⁰⁰ |
| 20. | 45± L.F. | STONE DRIVE REPLACEMENT | 2.00 | 90 ⁰⁰ |
| 21. | 32± L.F. | ASPHALT DRIVE REPLACEMENT | 12.00 | 384 ⁰⁰ |
| 22. | 17± L.F. | CONCRETE DRIVE REPLACEMENT | 13 ⁰⁰ | 221 ⁰⁰ |
| TOTAL | | | | 88,881.50 |

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor H. J. SK. UN Concrete Corp

By Paul D. Hinchel

Its PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not; bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B.. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

| <u>Name of Firm</u> | <u>Address</u> | <u>Type of Work</u> |
|---------------------|----------------|---------------------|
| 1. VERNICE MAYS | ASPHALT | |
| 2. ARAMORE | ASPHALT | ASS |
| 3. | | |

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

| <u>Name of Firm</u> | <u>Address</u> | <u>Type of Work</u> |
|---------------------|----------------|---------------------|
| 1. LYNN BEASOLD | TRUCKING | |
| 2. | | |
| 3. | | |

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor HIPSKIND CONCRETE Contractor _____

By [Signature] By _____

Its PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19____.

FIRM NAME _____

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 31st day of August, 19 85.

NIPSKIND CONCRETE CORP
NAME OF CORPORATION

BY: [Signature]
PRESIDENT

ATTEST:

[Signature]

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and HIPSKO CONCRETE CORP

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

HIPSKO CONCRETE CORP
Paul D. Hipko

PRESIDENT

Subscribed and sworn to before me by Paul D. Hipko
 this 21ST day of AUGUST, 1985.

My Commission Expires:

April 19, 1987

NOTARY PUBLIC
 Resident of Allen County, IN

Subscribed and sworn to before me by _____
 this _____ day of _____, 19 _____.

My Commission Expires:

NOTARY PUBLIC
 Resident of _____ County, IN

Subscribed and sworn to before me by _____
 this _____ day of _____, 19 _____.

My Commission expires:

NOTARY PUBLIC
 Resident of _____ County, IN

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, W. H. Hays, the President
Name
President, of Hays Bros. Concrete Corp
Position Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 21st day of August, 19 85, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: 8-21-85

W. H. Hays
Signature

President
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 21st day of August, 19 85.

Martha L. Hays
NOTARY PUBLIC
A Resident of Allen County, IN

My Commission Expires:

April 19, 1987

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPSKIND CONCRETE CORPORATION

....., as Principal, (hereinafter called the "Principal"), and
 the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized
 under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound
 unto CITY OF FORT WAYNE

.....as Oblige, (hereinafter called the "Obligee"),
 in the sum of FIVE PERCENT OF BID-----Dollars (\$5% OF BID.),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
 our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for.....

CORLINE-MONTEREY WATER MAIN REPLACEMENTCONTRACT 85-01

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into
 a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be
 specified in the bidding or contract documents with good and sufficient surety for the faithful performance of
 such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
 event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal
 shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said
 bid and such larger amount for which the Oblige may in good faith contract with another party to perform
 the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of AUGUST A.D. 19 85Neal Ryan

Witness

HIPSKIND CONCRETE CORPORATION

[Signature] (SEAL)
 Principal
President
 Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Suretymarcia S. Steppers

Witness

By Terrence J. Ward (SEAL)
 Terrence J. Ward
 Title

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Dunwiddie, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Oscar C. Mitson, etal, dated, June 1, 1982.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of July, A.D. 1984.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

CM

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 26th day of July, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written



Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 16th day of August, 1985.

Assistant Secretary

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That HIPSKIND CONCRETE CORPORATION
(Here insert the name and address or legal title of the Contractor)
5502 MASON DRIVE, FORT WAYNE, INDIANA 46809,
as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF FORT WAYNE
(Here insert the name and address or legal title of the Owner)
as Obligee, hereinafter called Owner,
in the amount of EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-ONE & 55/100

Dollars (\$ 88,881.55), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 23 1985,
entered into a contract with Owner for

CORLINE-MONTEREY WATER MAIN REPLACE

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 23RD day of SEPTEMBER A.D. 1985.

In the presence of:

HIPSKIND CONCRETE CORPORATION (SEAL)
Principal

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Terrence J. Ward (SEAL)
Title
TERRENCE J. WARD, ATTN-IN-FACT

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRIEND R. NAGLE, Vice-President, and ROBERT L. MEYER, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Steffen, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Oscar C. Mitson, etal, dated, July 26, 1984.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of August, A.D. 1985.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Robert L. Meyer
Assistant Secretary

By *Friend R. Nagle*
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

ss:

On this 8th day of August, A.D. 1985, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Evelyn D. Jones
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 23rd day of September, 1985.

W. J. Best
Assistant Secretary

TITLE OF ORDINANCE Corline-Monterey Water Contract 85-01DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *85-10-25*

SYNOPSIS OF ORDINANCE The Water Contract for Corline-Monterey Water Main Replacement
is for the installation of 1,620+ L.F. of 8" and 4,446+ L.F. of 6" ductile iron water
main, on Lower Huntington Road, from Knightswood Drive, westward to Corline Street,
thence Northward on Corline Street to Ardis Street. Also northward on Monterey Dr.,
from Lower Huntington Rd. to Ardis Street, thence westward on Ardis Street to far
west end of Ardis Street. Also, westward on Eileen Street from Corline Street to
far west end of Eileen Street. Then finally, northward on Avalon Drive, from Lower
Huntington Road to Airline Drive, thence eastward on Airline Drive to Premiere Drive.
Hipskind Concrete is the Contractor. PRIOR APPROVAL WAS RECEIVED ON 8/27/85.

EFFECT OF PASSAGE Improved water conditions at above site.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$88,881.55.

ASSIGNED TO COMMITTEE _____

BILL NO. S-85-10-25

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Water Contract

#85-01 - Corline - Monterey, by the City of Fort Wayne, by and
through its Board of Public Works and Safety and Hipskind Concrete
Corp.,

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~) XXXXXXXXXX

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 10-22-85

SANDRA E. KENNEDY
CITY CLERK